

This instrument was prepared by

889

(Name) ✓ FIRST AMERICAN BANK, N.A.

(Address) POST OFFICE BOX 100 PELHAM, ALABAMA 35124

Form 1-1-22 Rev. 1-66

**MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama**

RAYMOND R. RIHA and wife VERONICA D. RIHA

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

FIRST AMERICAN BANK, NATIONAL ASSOCIATION

(hereinafter called "Mortgagor", whether one or more), in the sum  
of ONE HUNDRED EIGHTY THOUSAND DOLLARS AND NO/100----- Dollars  
(\$ 180,000.00), evidenced by INTEREST RATE BASED ON A FLOATING PRIME RATE PLUS  
1% (17.50) PER WRITTEN LOAN AGREEMENT.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

RAYMOND R. RIHA and wife VERONICA D. RIHA

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagors the following described real estate, situated in **SHELBY** County, State of Alabama, to-wit:

A PARCEL OF LAND LOCATED IN THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID  $\frac{1}{4}$ - $\frac{1}{4}$  SECTION; THENCE IN A NORTHERLY DIRECTION, ALONG THE WEST LINE OF SAID  $\frac{1}{4}$ - $\frac{1}{4}$  SECTION, A DISTANCE OF 461.17 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PARKER DRIVE; THENCE 41 DEGREES 28 MINUTES 50 SECONDS RIGHT, IN A NORHEASTERLY DIRECTION ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 46.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE ALONG SAID RIGHT-OF-WAY A DISTANCE OF 316.0 FEET; THENCE 90 DEGREES RIGHT, IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 125.0 FEET; THENCE 90 DEGREES RIGHT, IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 352.91 FEET; THENCE 106 DEGREES 27 MINUTES RIGHT, IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 130.3 FEET TO THE POINT OF BEGINNING.

AT(SO<sub>3</sub>)<sub>2</sub>

A PARCEL OF LAND LOCATED IN THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE IN A NORTHERLY DIRECTION, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 461.07 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF PARKER DRIVE: THENCE 41 DEGREES 28 MINUTES 50 SECONDS RIGHT, IN A NORTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 46.66 FEET TO THE POINT OF BEGINNING; THENCE 106 DEGREES 27 MINUTES 00 SECONDS RIGHT, IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 130.33 FEET; THENCE 73 DEGREES 33 MINUTES 00 SECONDS RIGHT, IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 130 FEET, MORE OR LESS, TO A POINT ON THE NORTHEAST BANK OF BUCK CREEK; THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID NORTHEAST BANK OF BUCK CREEK, A DISTANCE OF 135 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEAST RIGHT OF WAY LINE OF PARKER DRIVE, (extended) THENCE IN A NORTHEASTERLY DIRECTION, ALONG SAID SOUTHEAST RIGHT OF WAY LINE, A DISTANCE OF 105 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagor, Mortgagor's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagor may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee; as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagor for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagor may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publication in some newspaper published once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

Raymond R. Riha and wife Veronica D. Riha

have hereunto set their signature and seal, this

19   
X RAYMOND R. RIHA (SEAL)

MT TAX 270.00  
Ref 3.00  
Jnd 1.00  
274.00

STATE OF ALA. SHELDY CO. (SEAL)  
I CERTIFY THIS INSTRUMENT WAS FILED X VERONICA D. RIHA (SEAL)

1982 MAY 27 AM 9:24 (SEAL)

THE STATE of ALABAMA SHELBY COUNTY PROBATE

I, a Notary Public in and for said County, in said State, hereby certify that

whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

day of

, 19  
Notary Public.

THE STATE of }

COUNTY }

, a Notary Public in and for said County, in said State,

I,

hereby certify that

whose name as of  
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the

day of

, 19

, Notary Public

TO

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guarantee Division  
TITLE INSURANCE — ABSTRACTS

Birmingham, Alabama

Return to: